

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N65923-04-PR-0031		PAGE 1 OF 60	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00421-04-R-0072	
7. FOR SOLICITATION INFORMATION CALL		a. NAME DEBORAH C. OLIVER				b. TELEPHONE NUMBER (No Collect Calls) 252.464.7078	
9. ISSUED BY NAVAL AIR DEPOT CODE 2.5.1.6, BLDG 159 PSC BOX 8021 CHERRY POINT NC 28533-0021 TEL: FAX:		CODE N00421		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8093 SIZE STANDARD: \$6M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVAL AIR DEPOT - CHERRY POINT RODNEY ANGE / CONTRACTING OFFICER CUNNINGHAM STREET, BLDG 159 CHERRY POINT NC 28533-0021		CODE N65923		16. ADMINISTERED BY <div style="text-align: center; font-weight: bold;">SEE ITEM 9</div>			
17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TEL.		18 a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SECTION A Solicitation/Contract Form

SECTION A – SOLICITATION/CONTRACT FORM

Source Funding Document: N6592304RX00038

NAVAIRDEPOT Cherry Point Budget Analyst: Eleanor Liland, Code 10.1, 252-464-7257

Block 9, Issued By, to include the following information:

Deborah C. Oliver

(252) 464-7078

oliverdc2@navair.navy.mil

Block 17a, Contractor, to include the following information:

DUNS:

TIN:

Block 19, Schedule of Supplies and Services

See Section B in Schedule.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	Months		

Base Year

FFP - Base Year - 13 June 2004 through 12 June 2005 for the Civilian

Employee Assistance Program Services

PURCHASE REQUEST NUMBER N65923-04-PR-0031

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12.00	Months		

Option Year I

FFP - Option Year 1 starting 13 June 2005 through 12 June 2006 for Civilian

Employee Assistance Program Services

PURCHASE REQUEST NUMBER N65923-04-PR-0031

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12.00	Months		

Option Year II

FFP - Option Year II starting 13 June 2006 through 12 June 2007 for Civilian

Employee Assistance Program Services

PURCHASE REQUEST NUMBER N65923-04-PR-0031

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Option Year III FFP - Option Year III starting 13 June 07 through 12 June 2008 for Civilian Employee Assistance Program Services PURCHASE REQUEST NUMBER N65923-04-PR-0031	12.00	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option Year IV FFP - Option Year IV starting 13 June 2008 through 12 June 2009 for Civilian Employee Assistance Program Services PURCHASE REQUEST NUMBER N65923-04-PR-0031	12.00	Months		

NET AMT

SECTION C Descriptions and Specifications

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

1.0 Background

The Naval Air Depot (NAVAIRDEPOT) Cherry Point is an aviation repair facility owned and operated by the Department of Defense (DOD) and staffed by civilian employees and military members and officers of the DOD. There are approximately 3800 civilian employees at NAVAIRDEPOT Cherry Point. The NAVAIRDEPOT Cherry Point overhauls and repairs designated airframes, engines and components and provides field teams and manufacturing, engineering and logistic support services. This facility is located in Eastern North Carolina adjacent to the Town of Havelock, NC.

1.1 The Civilian Employee Assistance Program (CEAP) is an employee benefit program backed by written policy and procedures designed to intervene early, motivate, and refer to an appropriate community resource those employees who develop personal, or medical problems that contribute to unacceptable patterns of job performance. Services required are for problem identification/assessment services, referral of clients for diagnosis, treatment and assistance or rehabilitation, case monitoring and follow-up to aid an employee in effective readjustment on the job during and after treatment. Services shall include:

- (1) Acceptance of management and self-referrals (face-to-face assessment)
- (2) Supervisory/Management consultation as requested
- (3) Evaluation of presented problem(s)
- (4) Referral to appropriate community treatment resources
- (5) Individual counseling at the site as appropriate
- (6) Monitoring of the employees progress
- (7) Compliance feedback
- (8) On-site supervisory training (4 per year)
- (9) Program Publicity and promotional materials (cards, posters)
- (10) Reporting - quarterly
- (11) End-of-year needs assessment

1.3 As noted above, there are approximately 3800 civilian employees at NAVAIRDEPOT. Historical data indicates the following referral information:

	Voluntary Referral	Management Referral	Drug Test	Total
FY 03	10	73		83
FY 02	22	10		32
FY 01	12	20	1	33
FY 00	43	46	12	101
FY 99	44	30	2	76
FY 98	61	60	3	124

1.4 In the past 2 fiscal years on average of 57 employees have required counseling services through the CEAP per year resulting in case file development (see table above). However, these numbers are estimates only; the actual number of employees to be served under this contract in any given year may be higher or lower. Consistent monthly monitoring on the numbered employees over the last 12 months has shown fluctuations by approximately 1 percent. Prices quoted shall be based on 3800 employees with a possible change of plus or minus 5%. If the 5% fluctuation is exceeded, re-negotiation of prices can be requested by either party.

2.0 Requirements

2.1 In the performance of the contract, the Contractor shall have full and complete responsibility for the professional administration of the CEAP, and shall be responsible for providing training and orientation for employees, supervisors and managers; problem identification, evaluation, counseling, rehabilitation referral (as necessary), and follow-up monitoring of employees to the extent feasible, their immediate families, for situations which include: alcohol, drug abuse, and emotional problems, domestic abuse, workplace violence, workplace change, adjustments and problems. The area of eligibility includes all civilian employees at NAVAIRDEPOT Cherry Point and their immediate family members. Family members are defined as spouse and dependent children.

2.2 The contractor shall provide all services and materials necessary to provide a program of pre-treatment counseling, screening, and evaluation to any troubled employee because of the employee's inability to satisfactorily perform the job to which assigned. The services shall be provided on a capitated rate, 3-session assessment model. Counselors shall provide an initial interview and follow-up assessment in accordance with a 3-session model. By utilizing the 3-session model, the contractor will have the opportunity to provide a flash assessment, provide time to build a rapport with the employee, and allow for follow-up time. The initial diagnostic session will normally be considered to last between 45 to 60 minutes.

2.3 The contractor shall create, maintain and provide the CEAP Administrator, NAVAIRDEPOT Cherry Point, client findings and recommendations resulting from the initial interview of employee within two (2) working days. All additional recommendations upon completion of the 3-session model program shall be forwarded to the EAP Administrator. Data shall be provided in accordance with DD1423, Item A002. Any additional counseling, therapy, or treatment required beyond the contracted period will be the responsibility of the employee whether provided by the contractor or other sources. Pre-treatment counseling, screening, evaluating and referral will be provided to employees and their family members who voluntarily refer themselves subject to the same conditions and on the same basis as those referred by the NAVAIRDEPOT Cherry Point. Acceptance of counseling will be strictly voluntary on the part of the employee family member. The Contractor shall not make any employee referrals to themselves for treatment on a reimbursable basis.

2.4 Family members are counseled on a self-referral basis when their interrelationship problems directly impact the employee's performance or behavior at the workplace. The contractor shall create, maintain and provide the CEAP Administrator as part of the initial interview of family member, only the number of family members who are counseled, within two (2) working days. This Data shall be provided in accordance with DD1423, Item A002.

2.5 The contractor shall accept management and self-referrals. The contractor shall consult with the referring party, providing guidance where appropriate, in confronting the employee's job behavior or performance problem. Direct counseling shall be offered to employees. The contractor's activities shall be directed toward initial evaluation, and when necessary, referral of the employee to community or other resources in such a manner that will permit appropriate and skillful management of the problem presented. If necessary, the contractor shall refer the employee for further medical evaluation, diagnostic work up, and such other health or psychiatric information as will permit appropriate case management.

3.0 Program Administration

3.1 The Contractor shall be a recognized authority in the field of behavior health and provide staff capable of managing the day-to-day operations of the CEAP. The Contractor shall be responsible for coordinating the program in close collaboration with and under the general oversight of the NAVAIRDEPOT Cherry Point. Contractor shall provide a representative to meet on site with the CEAP Administrator from NAVAIRDEPOT Cherry Point on a quarterly basis to review the program and make recommendations and internal changes for the good of the program.

3.2 Referral sources shall be part of the initial discussions between the EAP Administrator and the contractor. A review of referral practices of the Contractor, sub-contractor or their affiliates shall occur to guarantee employees are afforded a variety of appropriate treatment on a reimbursable basis.

3.3 The contractor shall provide knowledge, expertise, and assistance in formulating a policy for preparation of specific personnel procedures to deal with troubled employees. The contractor will provide treatment recommendations.

3.4 The contractor shall develop program information (promotional brochures, newsletters, bulletins, wallet cards) to inform all the employees of the purpose, benefits, and intentions of the CEAP. Data shall be provided in accordance with DD1423, Item A003.

3.5 The Contractor is responsible for providing quarterly reports to the NAVAIRDEPOT CEAP Administrator on the number of self-referrals, number of management referrals, follow-up visits and the number of referrals seen for positive drug tests and violence in the workplace. The quarterly report shall also contain the number of counseled family members served. Data shall be provided in accordance with DD1423, Item A001.

3.6 The Contractor shall perform the required tasks, by appointment, Monday through Friday, 9:00 AM to 5:00 PM, except for Federal Holidays. The CEAP Administrator, referral supervisor, employee or family member, shall schedule appointments in advance. Telephone consultation shall be available 24 hours a day and shall be responded to within the same day. A central/local telephone number must be available and posted within the facility. Sufficient counseling services shall be available for the counselor to see an employee within two (2) workdays. Emergencies shall be handled immediately. An emergency is where any employee has demonstrated to management that they are a potential threat to themselves and to others. The Contractor shall also provide an after hours and weekend telephone answering recorder and shall respond to any call the same day.

4.0 Examination Location

4.1 NAVAIRDEPOT Cherry Point employees reside in various counties such as Craven, Pitt, Onslow, Carteret, Pamlico, Jones and others. A hardship might be placed on an employee living in Pitt County and referred to Onslow County, therefore, a choice should be offered to the employee. The Contractor shall refer the troubled employee to his/her physician, or established community resources facilities, as available for treatment and rehabilitative care.

4.2 The Contractor shall maintain a facility offering counseling, treatment and referral services in the vicinity of Havelock/Cherry Point, NC. The driving distance for employees shall not be greater than 45 - 60 minutes from the employee's work site at the Naval Air Depot Cherry Point, NC. The contractor's health care professional shall be on site at the contractor's facility. It shall be the responsibility of the Contractor to identify staffing needs for additional, regular or occasional part-time counselors.

5.0 Management and Supervisory Training

5.1 The Contractor shall develop and conduct a minimum of one (2) hour EAP Orientation to supervisors and union officials within the first one hundred (100) days of the contract award. The contractor will be required to conduct 3 additional training sessions on a variety of topics such as the following:

- (1) Stress Management

- (2) Identifying potential substance abuse training for supervisors
- (3) Violence in the Workplace
- (4) Dealing with Grief

5.2 Training shall be designed to help those groups use the program effectively in the performance of their responsibilities. The Training will be coordinated with the EAP Coordinator to be held on site at the Naval Air Depot. Training shall be held during first shift working hours, however, sessions may be held during second shift, for the second shift supervisors.

5.3 Training shall be held during first shift working hours; however, sessions may be held during second shift, for the second shift supervisors. Classes shall be held at the NAVAIRDEPOT Cherry Point. Data shall be provided in accordance with DD1423, Item A004.

6.0 Data

6.1 The Contractor shall plan, develop, use, maintain and manage a record system in accordance with applicable laws and regulations relating to drug and alcohol prevention, treatment and rehabilitation; the Privacy Act of 1974; and other applicable laws, regulations and guidelines governing confidentiality of medical counseling records, and shall be subject to the penalties imposed by such laws for improper disclosure.

6.2 The Contractor shall be responsible for maintaining complete, individual case files for every employee who is referred for assistance. Such case records shall be maintained in accordance with the confidentiality requirements of PL 93-282 and the implementing Federal Regulations (particularly section 42 USC 290 dd-2) as well as 5 USC 552a (Privacy Act).

7.0 Qualification Requirements

7.1 A Project Director shall oversee the entire CEAP and shall communicate with the agency CEAP Administrator on issues related to the contract. The Project Director shall be a graduate of an accredited college or university and licensed to practice in the state where he/she provides the service. Their education shall consist of a Doctorate Degree or a Graduate Degree in Mental Health, Social Work, Psychology, Counseling, Sociology, or other related field of study with a minimum of two (2) years clinical experience. In addition to the above, they shall possess two (2) years experience as an Employee Assistance Counselor or experience equal to that of an Employee Assistance Counselor.

7.2 The Staff Counselors shall be fully qualified to provide early identification of employees with alcohol and other drug abuse problems, provide short term counseling for a broad span of personal, financial, and emotional problems. Counselors shall have a Graduate Degree in mental health and counseling, be a licensed practitioner in the state where he/she provides the service, and have 2 years recent experience in an area related to mental health and counseling, or have equivalent experience in problem diagnosis. The Contractor shall submit evidence of liability insurance to the Government as stated in FAR Clause 52.237-7 (located on Page 28).

7.3 If the Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

8.0 Prior Written Permission Required for Subcontracts

8.1 None of the services required by this contract should be subcontracted to or performed by persons other than the contractor's employees without prior written consent of the Contracting Officer.

9.0 Required Standards of Workmanship

9.1 Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade, or field holding any license required by law.

10.0 Contractor Liability

10.1 The Contractor shall be liable for any loss or damage to any material serviced under this contract which is caused by the Contractor's failure to exercise such care in regard to said materials, as a reasonable careful owner of similar materials would exercise. The contractor also assumes all legal and professional responsibilities and liabilities attendant on the professional practices in rendering of all health services.

10.2 The Contractor shall submit evidence of liability insurance to the Government (FAR 52.237-7, Page 28). Such liability insurance shall be on either an occurrence basis or on a claims-made basis. The Contractor shall not publish or disseminate any data obtained, or information resulting from work pursuant to this contract without prior written approval of the Contracting Officer.

11.0 Quality Control

11.1 The Contractor shall establish and maintain a complete quality control program to guarantee that contract requirements are being fulfilled as specified. This self-evaluation program shall determine the quality of all services provided to the NAVAIRDEPOT Cherry Point.

11.2 The program shall include an inspection plan and shall provide a method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall be responsible for investigating all deficiencies and providing a response in writing to the Contracting Officer's Representative (COR) within 10 working days after being advised of the deficiency by the CEAP Program Administrator. The contractor shall present as part of this proposal a description of the quality control program that

shall be conducted under this contract. Critical elements to be audited shall be identified, and a work schedule, criteria, and method of operation shall be included. A copy of forms, checklist, or other reporting documents shall be attached as an exhibit. A Quality Control Plan shall be submitted to the CEAP Administrator within 30 days after contract award. Data shall be provided in accordance with DD1423, Item A005.

11.3 The Contractor shall provide a designed form for soliciting opinions, customer feedback and suggestions concerning the services provided. As a minimum, the quality control program should address supervisory training, employee orientation, health promotion activities, diagnostic assessment, short-term problem solving, treatment referral source, and treatment provided and periodic follow-up progress.

12.0 Privacy of Records

12.1 The Contractor shall maintain all information pertinent to the cause of reduced performance in a confidential manner the same as any medical record. The contractor shall prevent the unauthorized release of information obtained by employees in the performance of work required by this contract. The contractor shall ensure that employees are aware of and receive training as necessary on all regulations and laws such as the Privacy Act that restricts the release of information. Such information shall remain within the records of the Contractor.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999) (NAVAIR)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

252.246-7000 Material Inspection And Receiving Report

MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999) (NAVAIR)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by Government.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 13-JUN-04 TO 12-JUN-05	Months	12.00	Dest.	N65923 NAVAL AIR DEPOT - CHERRY POINT RODNEY ANGE / CONTRACTING OFFICER CUNNINGHAM STREET, BLDG 159 CHERRY POINT NC 28533-0021
0002	POP 13-JUN-05 TO 12-JUN-06	Months	12.00	Dest.	Same as CLIN 0001
0003	POP 13-JUN-06 TO 12-JUN-07	Months	12.00	Dest.	Same as CLIN 0001
0004	POP 13-JUN-07 TO 12-JUN-08	Months	12.00	Dest.	Same as CLIN 0001
0005	POP 13-MAR-08 TO 12-MAR-09	Months	12.00	Dest.	Same as CLIN 0001

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999) (NAVAIR)

(a) The contract shall commence on 13 June 2004 and shall continue “for a period of 12 months” or through 12 June 2005. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, “Ordering”, is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

(End of Clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

SECTION G Contract Administration Data

Payment instructions

Invoices shall be submitted via Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Section I, Clause 252.232-7003 refers. Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>. NAVAIRDEPOT Cherry Point WAWF-RA point of contact is Christopher Murphy, email: murphycw2@navair.navy.mil, telephone (252) 464-7031.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)

(a) The Contracting Officer has designated (TBD), Naval Air Depot Cherry Point, NC 28533, as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: (Will be included in award document)

(End of clause)

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ? a separate invoice for each activity designated to receive the supplies or services.
- ? a consolidated invoice covering all shipments delivered under an individual order.
- ? either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) (NAVAIR)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

(c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000) (NAVAIR)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

(End of Clause)

5252.232-9521 PAYMENT INQUIRIES (AUG 1998) (NAVAIR)

Inquiries regarding payment should be referred to:

See Block 18a.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994) (NAVAIR)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

(End of Clause)

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (NAVAIR)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(4)(a) Item (4) above has been amended. Refer to Attachment (5).

(5) Terms of any express warranty;

(6) Price and any discount terms;

- (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical
- (2) Past Performance
- (3) Personnel
- (4) Price

Technical, past performance, personnel and price are of equal importance. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5)

solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

x (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

x (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

x (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

x (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

x (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

x (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

x (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

x (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

- Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☒ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (---- Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

☒ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Depot		MAR-23-2004
Attachment 2	Air Station Order		MAR-23-2004
Attachment 3	A001-A005		MAR-23-2004
Attachment 4	Past Performance Evaluation		APR-01-2004
Attachment 5	Addendum		APR-05-2004

Attachment 1

CONTRACTOR SECURITY/ACCESS REQUIREMENTS1.0 INTRODUCTION

a. Department of Defense (DOD) 5200.2R “Personnel Security Program,” requires contractor personnel with access to restricted areas, sensitive information, and sensitive unclassified system operations to occupy positions with appropriate sensitivity designations and to be subject to an investigation commensurate with their position’s sensitivity designation. Sensitive unclassified systems process the following type of data: Privacy Act, Freedom of Information Act, business sensitive data, and procurement and proprietary data. The DOD 5200-2R establishes criteria by which personnel positions will be categorized and corresponding investigative requirements.

b. A position sensitivity designation is not the same, nor does it replace a security clearance. A security clearance permits access to a specific level of information. A position sensitivity designation permits access to one or more computer systems.

1.1. PURPOSE

This document identifies the investigative requirements for contractor personnel supporting Naval Air Depot (NAVAIRDEPOT) Cherry Point. It provides direction and guidelines needed to ensure NAVAIRDEPOT Cherry Point contractors are in compliance with position sensitivity designations and investigative requirements.

1.2. SCOPE

This document applies to all Government contractors occupying Government office spaces that have access to restricted areas, sensitive information or equipment [Automated Information System (AIS)] in support of NAVAIRDEPOT Cherry Point. Such personnel shall possess appropriate clearances and authorization for access to system components, output, or

documentation, and will be limited to those individuals who have been determined trustworthy as a result of the favorable completion of a National Agency Check (NAC).

2.0 PROCESS

The contractor Project Manager (PM) will identify and document those contract positions that: (1) will have access to sensitive unclassified data, or (2) are involved in the operation, maintenance, or testing of an application or network. For those personnel whose official duties fit one of these criteria, the position must be formally designated as Non-Critical Sensitive (NCS) or Non-Sensitive (NS).

a. Non-Critical Sensitive (NCS): Any position which involves access to secret or confidential national security information and Category II AIS positions.

b. All other contractor positions are to be designated as NS, including Category III AIS positions.

2.1. PROCEDURE

Contractors must obtain a favorably adjudicated DOD National Agency Check (NAC) or successor investigation for each employee that is hired for a period anticipated to be six months or longer.

Contractor Facility Security Officer (FSO) and/or company representatives will coordinate with the Information Security Division (Code 7.4.1) and the Force Protection Division (Code 8.4.1) in the submittal of a Trustworthy Security Questionnaire for Position of Trust (SF-85P), along with a Fingerprint Card (FD-258). This security investigation will be submitted within five working days of employment at NAVAIRDEPT Cherry Point. These requirements are in accordance with SECNAVINST 5510.30A and other DOD directives.

2.2 . NATIONAL AGENCY CHECK (NAC) CRITERIA

The following criteria form the basis for a NAC trustworthiness determination. Contractors should consider these criteria as part of their hiring/selection process to maximize the chances for return of a favorable NAC.

a. Allegiance to the United States. An individual must be of unquestioned allegiance to the United States. The willingness to safeguard sensitive information or classified information is in doubt if there is any reason to suspect an individual's allegiance to the United States.

b. Foreign Influence. A security risk may exist when an individual's immediate family, including cohabitants, and other persons to whom he/she may be bond by affection, influence, or obligation are not citizens of the United States or may be subject to duress. These situations could create the potential for foreign influence that could result in the compromise of sensitive information or classified information. Contacts with citizens of other countries or financial interest in other countries are also relevant to security determinations if they make an individual potentially vulnerable to coercion, exploitation, or pressure.

c. Foreign Preference. When an individual acts in such a way as to indicate a preference for a foreign country over the United States, then he or she may be prone to provide information or make decisions that are harmful to the interests of the United States.

d. Sexual Behavior. Sexual behavior is a security concern if it involves a criminal offense, indicates a personality or emotional disorder, may subject the individual to coercion, exploitation, or duress, or reflects lack of judgment or discretion. Sexual orientation or preference may not be used as a basis for or as a disqualifying factor in determining a person's eligibility for a security clearance.

e. **Personal Conduct.** Conduct involving questionable judgment, untrustworthiness, unreliability, lack of candor, dishonesty, or unwillingness to comply with rules and regulations could indicate that the person may not properly safeguard sensitive information or classified information. The following will normally result in an unfavorable clearance action or administrative termination of further processing for trustworthy/clearance eligibility:

(1) Refusal to undergo or cooperate with required security processing, including medical and psychological testing; or

(2) Refusal to complete required security forms, releases, or provides full, frank and truthful answers to lawful questions of investigators, security officials, or other official representatives in connection with personnel security trustworthiness determination.

f. **Financial Considerations.** An individual who is financially overextended is at risk of having to engage in illegal acts to generate funds. Unexplained affluence is often linked to proceeds from financially profitable criminal acts.

g. **Alcohol Consumption.** Excessive alcohol consumption often leads to the exercise of questionable judgment, unreliability, failure to control impulses, and increases the risk of unauthorized disclosure of sensitive or classified information due to carelessness.

h. **Drug Involvement.** Improper or illegal involvement with drugs raises questions regarding an individual's willingness or ability to protect sensitive or classified information. Drug abuse or dependence may impair social or occupational functioning, increasing the risk of an unauthorized disclosure of sensitive or classified information.

Drug abuse is the illegal use of a drug or use of a legal drug in a manner that deviates from approved medical direction. Drugs, materials, and other chemical compounds identified and listed in the Controlled Substances Act of 1970, as amended (e.g. marijuana or cannabis, depressants, narcotics, stimulants, and hallucinogens) and inhalants and other similar substances are prohibited.

i. **Emotional, Mental, and Personality Disorders.** Emotional, mental, and personality disorders can cause a significant deficit in an individual's psychological, social, and occupational functioning. These disorders are of a security concern because they may indicate a defect in judgment, reliability, or stability. A credentialed mental health professional (e.g. clinical psychologist or psychiatrist), employed by, acceptable to, or approved by the Government, should be utilized in evaluating potentially disqualifying and mitigating information fully and properly, and particularly for consultation with the individual's mental health care provider.

j. **Criminal Conduct.** A history or pattern of criminal activity creates doubt about a person's judgment, reliability, and trustworthiness.

k. **Security Violations.** Noncompliance with security regulations raises doubt about an individual's trustworthiness, willingness, and ability to safeguard sensitive information or classified information.

l. **Outside Activities.** Involvement in certain types of outside employment or activities is of a security concern if it poses a conflict with an individual's security responsibilities and could create an increased risk.

m. **Misuse of Information Technology Systems.** Noncompliance with rules, procedures, guidelines, or regulations pertaining to information technology systems may arise security concerns about an individual's trustworthiness, willingness, and ability to properly protect classified systems, networks, and information. Information Technology Systems include all systems that process information, including desktops, laptops, servers, etc.

2.3. INTERIM ACCESS REQUIREMENT

Once a NAC has been initiated for a contract employee, the contractor shall submit a letter to the Information Security Manager (Code 7.4.1) requesting interim systems access pending return of a favorable NAC. Interim access will be granted based on contractor provision of a favorable local criminal background check (local area of residence for employee).

2.4. EXISTING SECURITY CLEARANCES

DOD contractors who have an active security clearance, or whose termination date from a prior position that required a security clearance has occurred within the past two years, may bypass the background investigation requirement. A DISCO Form 560, Letter of Consent, must be submitted to the Information Security Manager (Code 7.4.1) in lieu of the background investigation.

3.0 NON-U.S. CITIZENS

Non-U.S. citizens will not be hired without prior approval from CNO (N09N2), per SECNAVINST 5510.30A, Chapter 9-16.

4.0 CHECKING IN AND CHECKING OUT

All contractors occupying Government space will be required to check-in/check-out of NAVAIRDEPOT Cherry Point prior to beginning work and upon termination of employment. Procedures identified in Check-In/Check-Out forms for contractors shall be followed.

5.0 IDENTIFICATION CARDS

Contract employees that work aboard the Marine Corps Air Station will be issued a MCAS Identification Card for 24 months or to the end of their contract aboard the Marine Corps Air Station. Pass and Identification Office at the Main Gate will issue contract employees ID cards upon compliance with AirStaO 5500.14. The point of contact at the Pass and Identification Office, Main Gate, is Mr. Joel Stafford, telephone number (252) 466-4687.

Before a contractor is issued a NAVAIRDEPOT Cherry Point badge, the individual will have to be issued a MCAS Contractor Identification Card.

6.0 PROHIBITED ITEMS

The following items are **PROHIBITED** and will not be allowed without prior approval from the Security Manager/Security Officer: (1) cameras, (2) cellular telephones, (3) tape recorders, (4) hazardous material, (5) intoxicating beverages/narcotics/drugs, and (6) weapons of **any type**. An exception to this rule is drugs, which are prescribed by a licensed doctor for medical purposes.

Cellular telephones can be utilized from the individual's vehicle in the parking lot outside the fence line (controlled area).

AirStaO

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INS

AIR STATION ORDER 5500.14

From: Commanding General, Marine Corps Air Station, Cherry Point

To: Distribution List

Subj: DOCUMENTATION REQUIRED TO REQUEST ACCESS TO MARINE CORPS AIR STATION (MCAS), CHERRY POINT BY COMMERCIAL AND CONTRACTOR EMPLOYEES

Ref: (a) DoD 5200.8
(b) MCO 5510.15A

Encl: (1) Documentation Required to Grant Access to Commercial and Contract Employees

1. Situation. Recent world events have highlighted the need for improved security practices. For many years, commercial and contractor employees have been permitted aboard the Air Station without criminal records checks, appropriate identification documents, and proof of citizenship/immigration status. Access was granted on the basis of employment by a firm authorized to conduct business aboard MCAS Cherry Point and compliance with local motor vehicle regulations.

2. Mission. A substantial change in the procedures for granting access to commercial and contractor employees is warranted. This order delineates the documentation required to grant access to commercial and contractor employees. It serves as a foundational document for several other processes related to commercial and contractor employees including the contracting process, the contractor identification card process, and the business permit process.

3. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. Reasonably necessary and lawful measures are essential to maintaining law and order and to protecting installation personnel and property, per references (a) and (b). Verifying the identity, criminal history, and immigration status of commercial and contractor employees is a necessary component of an effective security program. This practice contributes to the

AirStaO 5500.14

protection of installation personnel a property, and of the commercial and contract employees.

(2) Concept of Operations

(a) Commercial and contractor employees are individuals who are granted access to the Air Station to perform contracted services for the Government or to provide services for personnel working or residing aboard the Air Station.

(b) Enclosure (1) lists the required documentation for commercial and contractor employees to request access to the Air Station.

(c) Costs associated with producing the required documentation shall be the responsibility of the employer or employee.

(d) Access will no longer be granted solely based upon information provided by the employer. Individual employees shall present the documentation required in person.

(e) The requirement for documentation shall be incorporated into all contracts written by the Air Station. External contracting activities that write contracts for services aboard MCAS Cherry Point shall be notified of the requirements established within this order by their customers aboard the Air Station.

4. Administration and Logistics. The CG, 2d MAW, CO NADEP, CO NAVHOSP, and CO CSSD-21 concur with the contents of this order as far as it pertains to members of their command.

5. Command and Signal

(a) Signal. This order is effective the date signed.

(b) Command. This order is applicable to the Marine Corps Reserve.

ANDREW KOWALSKI
Chief of Staff

DISTRIBUTION: A

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5510.14

DOCUMENTATION REQUIRED TO GRANT ACCESS
TO COMMERCIAL AND CONTRACT EMPLOYEES

1. Commercial and contract employees will be issued access to MCAS Cherry Point on an individual basis.
2. Commercial and contract employees must possess a picture identification card from a state or federal agency.
3. Commercial and contract employees must provide full name, social security number, date of birth, and mailing address.
4. Commercial and contract employees must provide a criminal records check from the state or county level covering the previous two years. Criminal records checks may be obtained from, but is not limited to the following sources; County Courthouse, Defense Security Service (www.dss.mil), and *Infolink Screening Services, Inc. (www.infolinkscreening.com).
5. Commercial and contract employees must provide proof of citizenship/immigration status. Acceptable documents include birth certificates, Immigration and Naturalization Service (INS) forms, and passports.
6. Commercial and contract employees must provide proof of employment.

7. Commercial and contract employees must provide a letter from employer/sponsor regarding the term of the project.

*Infolink Screening Services is listed as another possible source for commercial and contractor employees to obtain a criminal background check. The United States government and the United States Marine Corps do not endorse nor are they affiliated with Infolink Screening Services.

ENCLOSURE (1)

1

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP TM OTHER		
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Quarterly Status Reports			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) See Block 16		5. CONTRACT REFERENCE PWS, Data Paragraph 3.5		6. REQUIRING OFFICE 7.3.1		
7. DD 250 LT	9. DIST STATEMENT N/A	10. FREQUENCY Quarterly	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg Repro
16. REMARKS Quarterly status reports shall include number of management referrals, self referrals, follow-up visits, number seen for positive drug tests and violence in the workplace. Contractor format is acceptable. Quarterly reports shall also contain the number of counseled family members. Reports due on quarterly Basis as follows: Period Follows: Due Date:				7.3.1		1

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Previous editions are obsolete.

Page 2 of 5 Pages

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.								
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY TDP TM OTHER			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.			F. CONTRACTOR		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Program Information				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) See Block 16			5. CONTRACT REFERENCE PWS, Program Administration Paragraph 3.4			6. REQUIRING OFFICE 7.3.1		
7. DD 250 LT	9. DIST STATEMENT N/A	10. FREQUENCY As req.	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE As req.	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE	b. COPIES Draft		Final
						Reg	Repro	
16. REMARKS Program information shall include promotional brochures, newsletters, bulletins, wallet cards, Posters, business cards. Contractor format acceptable.					7.3.1		1	

Page 3_of 5_Pages

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.									
A. CONTRACT LINE ITEM NO.			B. EXHIBIT		C. CATEGORY				
			A		TDP		TM OTHER		
D. SYSTEM/ITEM				E. CONTRACT/PR NO.			F. CONTRACTOR		
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Training				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) See Block 16				5. CONTRACT REFERENCE PWS, Management and Supervisory Training Paragraph s 5.1, 5.2, 5.3			6. REQUIRING OFFICE 7.3.1		
7. DD 250 LT		9. DIST STATEMENT N/A		10. FREQUENCY 4 times per year		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE		b. COPIES	
						Draft		Final	
								Reg Repro	
16. REMARKS Contractor shall develop and conduct a minimum of one (2) hour EAP Orientation to supervisors and union officials within 100 days of contract award. The contractor will be required to conduct 3 additional training sessions on a variety of topics such as Stress Management, Identifying Violence in the Work place, Grief, etc. The training will be performed on site of the Naval Air Depot. Contract format is acceptable.						7.3.1		1	

Page 4 of 5 PagesPRI

15. TOTAL				1			
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	

Attachment 4

PAST PERFORMANCE EVALUATION FORM

SECTION I – TO BE COMPLETED BY OFFEROR

1. Contractor:

2. Customer:
Customer address:

3. Contract Number:

4. Contract Type: Negotiated_____ Sealed Bid_____
Fixed Price_____ Cost Reimbursement_____
IDIQ_____ Other_____

5. Period of Performance and date completed:

6. Dollar value of contract:

7. Complexity of Work: Difficult_____ Routine:_____

8. Remarks:

SECTION II – TO BE COMPLETED BY CUSTOMER

Ratings: Summarize contractor performance and circle the appropriate performance risk rating for each category listed.

Customer Satisfaction:

Rating: Very Low Risk Low Risk Moderate Risk High Risk Very High Risk Unknown

(Compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence, reliability, satisfaction of end users with the Contractor's service/product)

Comments:

Timeliness:

Rating: Very Low Risk Low Risk Moderate Risk High Risk Very High Risk Unknown

(Met interim milestones, responsive to technical direction/customer inquiries, completed on time (including wrap-up and contract administration), no liquidated damages assessed)

Comments:

Would you select this firm again? Please explain.

Contracting Officer (or other verifier of data) _____

Signature: _____

Phone/Fax Numbers: _____ Date: _____

**UPON COMPLETION BY THE CUSTOMERS PLEASE EITHER MAIL THE COMPLETE FORM TO:
NAVAL AIR DEPOT, CODE 2.5.1.5.3, PSC BOX 8021, CHERRY POINT, NC 28533-0021
OR E-MAIL A COPY TO oliverdc2@navair.navy.mil OR FAX TO DEBORAH OLIVER, 252-464-7162. IT IS THE OFFEROR'S RESPONSIBILITY TO FOLLOW UP WITH CUSTOMER TO MAKE SURE COMPLETED FORM IS RECEIVED BY GOVERNMENT ENTITY.**

Dear Sir or Madam:

Enclosed please find a "Performance Evaluation Form" which contains two sections. Section I contains information regarding the contract under which our company performed during the time period identified. We are submitting a proposal to a government entity that requires feedback on past contract performance in the format contained in Section II of the enclosed form.

Please complete Section II and either e-mail, mail or fax the complete form to the address identified at the bottom of Section II.

You have our permission to release the information to the Government representative identified in Section II. Please forward your evaluation within seven days of receipt of our letter. Your cooperation in this matter is appreciated.

Sincerely,

Attachment 5

Addendum

This is an Addendum to FAR Clause 52.212-1, Instructions to Offerors-Commerical Items (JAN 2004).

This Addendum refers to NAVAIR Clause 5252.215-9522, Content of Proposals (MAR 1999) (NAVAIR). NAVAIR Clause 5252.215-9522 is in full text located in Section L of this Solicitation.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.222-25	Affirmative Action Compliance	APR 1984
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-- Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	??	Listed Countries of Origin:
??	??	
??	??	
??	??	

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.214-34	Submission Of Offers In The English Language	APR 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9511 REALISM OF COST PROPOSALS (MAY 1998) (NAVAIR)

(a) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the offeror to absorb that portion of costs reflected in its cost proposal.

(b) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

(End of clause)

5252.215-9522 CONTENT OF PROPOSALS (MAR 1999) (NAVAIR)

(a) General. The offerors must submit three (3) copies of their technical capability/approach; three (3) copies of their past performance information; three (3) copies of personnel information, and, one (1) copy of the cost proposal.

(1) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(2) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(b) Technical Proposal. Offerors must comply with the following:

(1) No cost or price information may be included in the technical proposal. The technical proposal may not be classified. The technical proposal must clearly demonstrate that the offeror has a thorough understanding of the technical services required for the complete accomplishment of the tasks detailed in the Statement of Work. Mere statements that the offeror understands or will meet the requirements of the Statement of Work or parts thereof will be considered inadequate.

(2) The technical proposal must clearly present sufficient information to allow evaluation based on the requirements stated herein:

Technical Capability – The quotation shall include a technical performance plan identifying the technical approach to accomplish the tasks laid out in the Government's Performance Work Statement (PWS). Please limit Technical Capability information to (five) 5 pages in length.

Past Performance – The quotation shall include a list identifying three (3) recent contracts/orders for services that are directly similar in scope, magnitude, and complexity to those described in the PWS, annotated to briefly describe the services provided, the customer they were provided to (agency, commercial business, COR or contracting officers with telephone number for same). Please limit Past Performance information to (three) 3 pages in length.

Personnel – Provide a staffing plan with resumes identifying proposed manning and specific responsibilities to perform the Government's PWS to assess the contractor's understanding and the ability to perform the tasking. Please limit staffing plan to (two) 2 pages in length.

Resumes provided in the proposal shall identify the individual's knowledge/experience with emphasis on work outlined in the PWS. The Government will review resumes of contractor personnel to be assigned. A written agreement from the potential employee to work shall be a part of each resume submitted with the technical posting. The work history shall contain experience directly related to the tasks and functions designed. The Contracting Officer reserves the right to determine if the given work related experience of the proposed Contractor employee contains sufficient related experience to satisfactorily perform the tasks and functions assigned to reasonably ensure the ability for effective and efficient performance. The Contractor is responsible for furnishing sufficient personnel, with the proper experience, who meet any standards established herein, and who can be relied upon to perform in strict accordance with all provisions of the contract.

For experience to be recognized, it shall be experience from the following areas:

- (1) Dealing effectively with a broad range of behavioral problems (particularly with addiction, dependency, and its impact on the family and employee work performance).
- (2) Problem definition and referral to appropriate community treatment resources
- (3) Training and Education
- (4) Program Management

Resumes are not included in the page count; however, resumes must be limited to (two) 2 pages each.

(c) Cost Proposal. It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. However, to ensure that proposed costs are consistent with the technical proposal, a cost realism analysis may be performed. The following information is required to be submitted in the cost proposal:

This will be a Firm Fixed Price order. Provide a price at the contract line item level, based upon a capitated rate, 3-session assessment model. CDRLs A001 through A005 will not be separately priced. Do not include any price information in the Technical Capability/Past Performance/Personnel sections of the proposal.

Please note that information exceeding the specified page count for each section, including the two page limit for resumes, will be excluded from the evaluation process.

(End of clause)

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

5252.215-9523 BASIS FOR AWARD BASED ON BEST VALUE (FEB 2001) (NAVAIR)

(a) Award of the contract resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the greatest value to the Government in terms of technical and price rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the greatest value to the Government. The resulting contract will be awarded on the basis of the proposal from the responsible offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government all factors considered.

(b) All evaluation factors are approximately equal in importance.

(c) The offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L which affects the evaluation factors for award.

Technical Capability – Technical Performance Plan for meeting the Government's requirement as defined in the PWS.

Past Performance – Listing of previous contracts with successfully performance. The offeror shall complete Section I of Attachment (4), Past Performance Evaluation, identifying three recent contractors/orders for services that are directly similar in scope, magnitude and complexity to those described in the PWS. The offeror shall submit Section I for each of the three-contracts/orders/commercial businesses with their quote. The offeror shall also forward Sections I and II of Attachment (4) to the customers identified in Section I of the form (suggested letter for forwarding is attached to the form). The offeror's customers shall return the completed form to the Government point of contact identified in Section II.

Relevant Personnel Experience– Proposed staffing plan will be evaluated to assess the knowledge/experience of the personnel assigned to perform the requirements. Resumes provided in the proposal shall identify individual's knowledge/experience with emphasis on work outlined in the PWS.

Cost/Price – Award will be made to the contractor whose quotation is determined to be the **best value** based upon an integrated assessment of the above evaluation criteria.

(d) (1) The degree of importance allocated to cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or decrease when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(2) With regard to any understatement of costs, the Government reserves the right to evaluate the cost proposals on the inclusion of all necessary and verifiable item of cost. Any proposal which is materially unbalanced as to prices may be rejected as nonresponsive. An unbalanced proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(e) The Government intends to award a contract on the basis of initial offers received without discussions. Therefore each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors within the competitive range.

(f) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the greatest value to the Government.

(End of clause)